



United States Department of the Interior

BUREAU OF LAND MANAGEMENT

Utah State Office

P.O. Box 45155

Salt Lake City, UT 84145-0155

<http://www.blm.gov>



5/27/056

RECEIVED

JUL 27 2004

DIV OF OIL GAS & MINING

IN REPLY REFER TO:

3809

(UT-924-OA)

UTU-70693

July 26, 2004

CERTIFIED MAIL-RETURN RECEIPT REQUESTED

DECISION

Operator/Principal:	:	Notice:	UTU-70693
Marion K. Nielson and Scott A. Nielson	:	Bond Required:	\$1,195.00
3900 S. Redwing St.	:		
West Valley City, UT 84119	:		
	:		
Robert A. Nielson	:		
7909 W. 3320 S.	:		
Magna, UT 84044	:		
	:		
Third Party:	:		
Joni F. Paiz	:		
P. O. Box 16432	:		
Salt Lake City, UT 84116	:		

Financial Guarantee Accepted

Notice Extended

On December 18, 2002, you filed a notice extending the above-mentioned 3809 notice with the Fillmore Field Office, Bureau of Land Management (BLM). The reclamation cost estimate is determined to be \$1,195.

On July 22, 2004, this office received a Surface Management Personal Bond contract, Personal Bond Rider and \$1,195 check in the form of a cash bond to secure a bond for notice UTU-68596. The bond contract was submitted by Joni F. Paiz and the bond rider states that Joni F. Paiz is pledging the financial instrument to secure the bond on behalf of Marion K., Robert A., and Scott A. Nielson. The bond, rider and the financial document have been examined and found satisfactory. The financial guarantee is accepted as of July 22, 2004, and accordingly, the above-mentioned notice is extended until January 20, 2005.

The bond covers operations conducted by or on behalf of the obligor/operator on the above-mentioned notice. Enclosed is a copy of the bond contract and accounting receipt for your records.

The funds will be retained in a suspense account until all terms and conditions of the notice have been fulfilled or until satisfactory replacement bond coverage has been accepted, at which time this office will authorize a refund of the cash deposit.

If you have any questions concerning the bond, please contact Opolonia Abeyta at (801) 539-4123.

JAMES F. KOHLER

James F. Kohler,
Chief, Branch of Solid Minerals

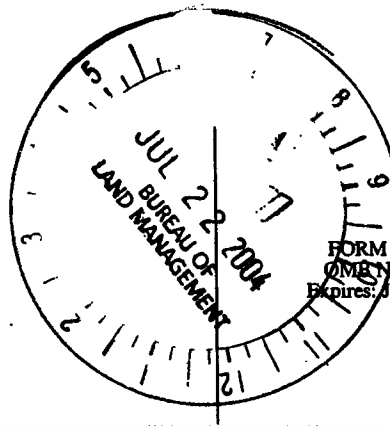
Enclosure
Receipt

cc: Sheri Wysong, Fillmore Field Office (UT010)
Terry Snyder, Utah State Office, UT-923
Wayne Hedberg, UDOGM, File No. E/027/041 (w/enclosure)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

SURFACE MANAGEMENT PERSONAL BOND

Act of May 10, 1872, as amended (30 U.S.C. 22-54)
Act of December 29, 1916, as amended (39 Stat. 862)
Act of October 21, 1976, as amended (43 U.S.C. 1732-35, 1782)
Act of September 13, 1982 (31 U.S.C. 9301 et seq.)
Act of September 27, 1988 (102 Stat. 1776)
Act of April 16, 1993 (43 U.S.C. 299)



FORM APPROVED
BLM NO. 1004-0194
Expires: January 31, 2007

Individual 70693 ; or Statewide _____ ; or Nationwide _____
(Enter BLM Serial No.) (Enter Name of State, if applicable) ("Yes," if applicable)

KNOW ALL MEN BY THESE PRESENTS, THAT Joni F. Paiz
(name)

of PO Box 16432, SLC UT 84116
(address)

and Utah Department of Natural Resources-DOGM
as principal; is held firmly bound unto the United States of America in the sum of _____

One Thousand one hundred twenty five dollars & 00 cents U. S. dollars (\$ 1195.00).
lawful money of the United States, which may be increased or decreased by a rider hereto executed in the same manner as this bond.

The principal, pursuant to the authority conferred by Section 1 of the Act of September 13, 1982 (31 U.S.C. 9303), does hereby constitute and appoint the Secretary of the Interior to act as his attorney-in-fact for the purpose of negotiating the cash, letters of credit, savings accounts, certificates of deposit, or securities. The interest accruing on the United States securities, cash, or other instruments given above, in the absence of any default in the performance of any of the conditions, or stipulations set forth in this bond, the plan of operations/notice, must be paid to the principal. The principal hereby, for any heirs, executors, administrators, successors, and assignees, jointly and severally, ratifies and confirms whatever the Secretary will do by virtue of these presents.

The Secretary will transfer this deposit for the faithful performance of any and all of the conditions and stipulations as set forth in this bond, the plan of operations/notice cited above, and the regulations at 43 CFR 3802 and 43 CFR 3809. In the case of any default in the performance of the conditions and stipulations of such undertaking, it is agreed that the Secretary will have full power to assign, appropriate, apply, or transfer the deposit, or any portion thereof, to the satisfaction of any damages, reclamation, assessments, penalties, or deficiencies arising by reason of such default.

BOND CONDITIONS

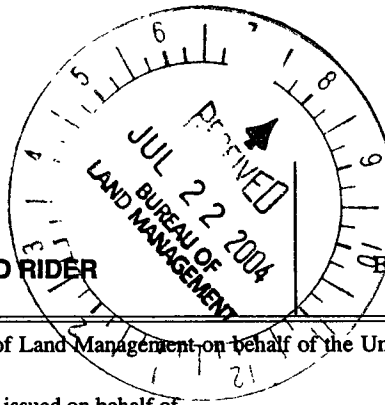
1. WHEREAS, the principal has an interest in a mining claim(s), mill site(s), or tunnel site(s) and/or responsibility for operations and/or reclamation on the mining claim(s), mill site(s), tunnel site(s) or public lands under the Acts cited in this bond; and
2. WHEREAS, the principal has filed an acceptable notice with the United States Department of the Interior, Bureau of Land Management (BLM) and/or received approval from the BLM of the plan of operations cited above and said plan of operations/notice contains certain stipulations and conditions; and
3. WHEREAS, the principal hereby waives any right to notice of, and agrees that this bond will remain in full force and effect notwithstanding:
 - a. Any transfer(s) in whole or in part, of any or all of the land covered by the plan of operations/notice further agrees to remain bound under this bond as to the interests in the plan of operations/notice retained by the principal; and
 - b. Any modification of the plan of operations/notice or obligations thereunder; and
4. WHEREAS, the principal hereby agrees that notwithstanding the cancellation or relinquishment of any mining claim(s), mill site(s), or tunnel site(s) covered by this plan of operations/notice, whether by operation of law or otherwise, the bond will remain in full force and effect as to the terms and conditions of the plan of operations/notice, and obligations covered by this bond; and
5. WHEREAS, the principal agrees that in the event of any default under the plan of operations/notice and/or reclamation plan the bond may be forfeited and, the United States, through the BLM, may commence and prosecute any claim, suit, or other proceeding against the principal without the necessity of joining the owner(s) of the mining claim(s), mill site(s), or tunnel site(s) covered by the plan of operations/notice; and
6. WHEREAS, if the principal fails to comply with the provisions of 43 CFR 3802 and 43 CFR 3809, the principal will also be subject to the applicable provisions and penalties of Sections 303 and 305 of the Federal Land Policy and Management Act of 1976, as amended (43 U.S.C. 1733 and 1735). This provision will not be construed to prevent the exercise by the United States of any other legal and equitable remedy, including waiver of the default; and

Title 18 U.S.C. Section 1001 and Title 43 U.S.C. Section 1212 make it a crime for any person knowingly and willfully to make to any department or agency of the United States any false fictitious, or fraudulent statements or representations as to any matter within its jurisdiction.

(Continued on page 2)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

SURFACE MANAGEMENT PERSONAL BOND RIDER



OMB APPROVED
OMB No. 1004-0194
Expires: January 31, 2007

In consideration for this rider and the acceptance of this rider by the Bureau of Land Management on behalf of the United States of America, this rider

attaches to and is part of Surface Management Bond No. _____ issued on behalf of _____
(BLM Bond No.)

Joni F. Paiz

principal, in favor of the United States. The bond provides coverage as shown below:

Individual 70693 ; or Statewide _____ ; or Nationwide _____
(Enter BLM Serial No.) (Enter Name of State, if applicable) (Enter "Yes," if applicable)

☐ **INCREASE/DECREASE IN DOLLAR AMOUNT OF BOND COVERAGE**

It is understood and agreed that _____, principal, is increasing/decreasing the coverage of this bond to the amount shown below; however, this rider shall not act to increase/decrease the actual cumulative or potential liability above the face amount of the bond, to wit: _____

_____ U.S. dollars (\$ _____).

☐ **STATEWIDE/NATIONWIDE BOND**

The principal hereby agrees to and extends bond coverage to include any and all operations under 43 CFR 3802 and 43 CFR 3809.

Include name of State if coverage is Statewide _____

☐ **BOND COVERAGE EXTENDED**

The principal hereby agrees to and extends bond coverage to include notice-level operations pursuant to regulations at 43 CFR 3809.

JP **THIRD PARTY POSTING OF THE FINANCIAL INSTRUMENT FOR THE BOND**

It is understood and agreed that Joni F. Paiz, is pledging the financial instrument to secure the attached bond on behalf of Scott A. Nielson, Marion K. Nielson, Robert A. Nielson operator and principal on the bond.

☐ **COPRINCIPAL**

It is understood and agreed that _____, principal, is extending the coverage of the bond referenced above to include liabilities for operations conducted by _____ on notice/plan of operations serialized _____.

(Continued on page 2)

United States Department of the Interior
Bureau of Land Management
 UTAH STATE OFFICE
 PO BOX 45155 ACCOUNTS UNIT
 SALT LAKE CITY, UT 84145 -0155
 Phone: (801) 539-4006

Receipt	
No.	913783

Transaction #: 947684	
Date of Transaction: 07/22/2004	
CUSTOMER:	JONI F PAIZ PO BOX 16432 SALT LAKE CITY, UT 84116 USA

LINE #	QTY	DESCRIPTION	REMARKS	UNIT PRICE	TOTAL
1	1.00	LOCATABLE MINERALS / 3809/3802 SURFACE MGT BONDS / CASH BOND FILED (455) CASES: UTU 070693/\$1195.00		- n/a -	1195.00
TOTAL:					\$1,195.00

PAYMENT INFORMATION				
1	AMOUNT	\$1,195.00	POSTMARKED	N/A
	TYPE	CHECK	RECEIVED	07/22/2004
	CHECK NO.	1644427		
	NAME	PAIZ, JONI F PO BOX 16432 SALT LAKE CITY UT 84116 USA		

REMARKS

This receipt was generated by the automated BLM Collections and Billing System and is a paper representation of a portion of the official electronic record contained therein.

CLIENT'S COPY